

**Exhibit 4**  
**Amended Complaint**

IN THE SUPERIOR COURT OF NEWTON COUNTY  
STATE OF GEORGIA

PUA SIAN MUNG

Petitioners,

vs.

ADVANCED FRESH CONCEPTS  
FRANCHISE CORP.

Respondent.

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) CIVIL ACTION  
) FILE NO. SUCV2023001844  
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**AMENDED COMPLAINT FOR BREACH OF CONTRACT, BREACH OF IMPLIED  
COVENANT OF GOOD FAITH AND FAIR DEALING AND ATTORNEY'S FEES**

COMES NOW the Petitioner PAU SIAN MUNG, and files this *Amended Complaint for Breach of Contract, Breach of Implied Covenant of Good Faith and Fair Dealing, and Attorney's Fees* against the Respondents, ADVANCED FRESH CONCEPTS FRANCHISE CORP. respectfully shows the Court the following:

1.

Except for correcting Petitioner's name to PAU SIAN MUNG and correcting the location of the subject franchise location to Publix Store #1811, located at 12701 Town Center Drive, Covington, Georgia 30014 Petitioner repeats and realleges all allegations of Petitioner's previously filed Complaint for Breach of Contract, Breach of Implied Covenant of Good Faith and Fair Dealing, and Attorney's Fees herein.

*Complaint for Breach of Contract, Damages and Attorney's Fees*  
*Pau Sian Mung v. American Fresh Concepts Franchise Corp.*  
*Civil File No.: SUCV2023001844*

2.

Petitioner realleges that Respondent ADVANCED FRESH CONCEPTS FRANCHISE CORP. is a Foreign Profit Corporation, formed under the laws of the State of California, with its principal office address at 19700 Mariner Avenue, Torrance, CA 90503.

3.

Petitioner realleges that Respondent ADVANCED FRESH CONCEPTS FRANCHISE CORP. can be served with this Complaint through Respondent's Registered Agent, Incorp Services, 9040 Roswell Road, Suite 500, Atlanta, GA 30350.

4.

Petitioner realleges that venue and jurisdiction against ADVANCED FRESH CONCEPTS FRANCHISE CORP. are proper in Newton County, Georgia pursuant to O.C.G.A §9-10-91 and relevant case law.

### **Breach of Contract**

5.

Petitioner alleges that on or about September 6, 2022, Petitioner PAU SIAN MUNG and Respondent ADVANCED FRESH CONCEPTS FRANCHISE CORP. entered into a contract for a Franchise Agreement whereas for five years Petitioner would operate an AFC Food Service Counter located within Publix Supermarket #1811, 12701 Town Center Drive, Covington, Georgia 30014; Petitioner would operate a sushi

service counter within said location pursuant to the Franchise Agreement.

6.

Petitioner realleges that said contract/Franchise Agreement was to terminate on the fifth anniversary of the Franchise Agreement's start date.

7.

Petitioner realleges that Petitioner paid Respondent as agreed and outlined in the Franchise Agreement and began operation of the AFC Food Service Counter at the subject location.

8.

Petitioner realleges that on or about July 21, 2023, Respondent terminated Petitioner's Franchise Agreement due to alleged acts Petitioner committed against a third-party who is unrelated to Petitioner's Franchise Agreement with Respondent.

9.

Petitioner realleges that Respondent is in breach of contract for terminating the Franchise Agreement without cause and prior to the fifth anniversary of the Agreement's start date.

10.

Petitioner realleges that Petitioner had a personal relationship with the third-party that ended poorly; and upon information and belief, said third-party contacted the Respondent in retribution against Petitioner.

11.

Petitioner realleges that, none of the allegations raised by the third-party, even if true, would be a material breach of the Franchise Agreement under the terms of said Agreement that would permit Respondent to terminate the Franchise Agreement.

12.

Petitioner realleges that Respondents are in material breach of contract and are liable to Petitioner for damages pursuant to O.C.G.A §13-6-1 through §13-6-11, and any other relevant Statute or case law.

13.

Petitioner realleges that Respondents' breach of contract has caused Petitioner to suffer actual and future damages due. Petitioner's damages are ongoing, including but not limited to lost income, litigation costs, loss of future earnings, and damage to reputation due to Respondent's Breach of Contract.

**Breach of the Implied Covenant of Good Faith and Fair Dealing**

14.

Petitioner realleges and incorporates all above Paragraphs herein.

15.

Petitioner realleges that Respondents are in Breach of the Implied Covenant of Good Faith and Fair Dealing and are liable to Petitioner for damages pursuant to O.C.G.A §13-6-1 through §13-6-11, and any other relevant Statute or case law.



**16.**

Petitioner realleges that it has been necessary that Petitioner employ an attorney for representation in these proceedings, and Respondent should be required to pay Petitioner's attorney's fees and costs of litigation in this matter should the Respondent contest this action pursuant to O.C.G.A §13-6-11 and other relevant Statute or applicable case law.

**WHEREFORE, Petitioner prays:**

- (a) That service and process issue as provided by law;
- (b) That a Rule Nisi issue for a hearing;
- (c) That Respondent ADVANCED FRESH CONCEPTS FRANCHISE CORP. be found in breach of contract;
- (d) That Respondent ADVANCED FRESH CONCEPTS FRANCHISE CORP. be required to pay Petitioner damages for all loss suffered as a result of the breach of contract;
- (e) That Respondents ADVANCED FRESH CONCEPTS FRANCHISE CORP. be found in breach of the Implied Covenant of Good Faith and Fair Dealing;
- (f) That Respondent ADVANCED FRESH CONCEPTS FRANCHISE CORP. be required to pay Petitioner damages for all loss suffered as a result of the breach of the Implied Covenant of Good Faith and Fair Dealing;

(g) That Respondent ADVANCED FRESH CONCEPTS FRANCHISE CORP. be required to pay reasonable attorney's fees, costs and court fees for Petitioner's attorney of record in this matter.

(h) That Petitioner be granted such other and further relief as the Court finds equitable and just.

This 22 day of August, 2023

Respectfully submitted,



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DONATO PALUMBO  
Georgia Bar No. 937493  
Attorney for Petitioner

PALUMBO LAW, LLC  
2323 Brockett Rd  
Tucker, Georgia 30084  
470-275-1500 phone  
678-443-7854 facsimile  
[dan@palumbolawga.com](mailto:dan@palumbolawga.com)